

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF **ERIE**

RICHARD BROWNELL,

Index No. [REDACTED]

Plaintiff(s),

-against-

THE DIOCESE OF BUFFALO, N.Y.; ET AL.,

[See Attached Rider for Full Caption and  
Defendants' Addresses]

Defendant(s).

**Summons**

Date Index No. Purchased:

August 23, 2019

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is [REDACTED] one or more Defendant resides in Erie County  
which is [REDACTED] located in Erie County, New York.

Dated: **New York, New York**

August 23, 2019

SIMMONS HANLY CONROY LLC

by 

Paul J. Hanly, Jr.

Attorneys for Plaintiff

112 Madison Avenue, 7th Floor  
New York, NY 10016  
Tel.: (212) 784-6401  
Fax: (212) 213-5949  
phanly@simmonsfirm.com

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE

RICHARD BROWNELL,

Index No.

*Plaintiff,*

v.

THE DIOCESE OF BUFFALO, N.Y.; ST. GERARD'S ROMAN CATHOLIC CHURCH SOCIETY OF BUFFALO, N.Y.; BLESSED TRINITY ROMAN CATHOLIC CHURCH SOCIETY OF BUFFALO, N.Y.; AND ST. LEO'S ROMAN CATHOLIC CHURCH SOCIETY OF EGGERTSVILLE, NEW YORK,

**RIDER TO SUMMONS**

*Defendants.*

Defendant/Counsel	Service Address
The Diocese of Buffalo, N.Y.	795 Main Street, Buffalo, Erie County, New York
St. Gerard's Roman Catholic Church Society of Buffalo, N.Y., a/k/a/ St. Gerard's	1190 E Delavan Ave, Buffalo, NY 14215, Erie County, New York
Blessed Trinity Roman Catholic Church Society of Buffalo, N.Y., a/k/a Blessed Trinity Roman Catholic Church	317 Leroy Avenue, Buffalo, Erie County, New York
St. Leo's Roman Catholic Church Society of Eggertsville, New York, a/k/a St. Leo's	885 Sweet Home Rd, Amherst, Erie County, New York

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE

RICHARD BROWNELL,

Index No.

*Plaintiff,*

v.

THE DIOCESE OF BUFFALO, N.Y.; ST. GERARD'S ROMAN CATHOLIC CHURCH SOCIETY OF BUFFALO, N.Y.; BLESSED TRINITY ROMAN CATHOLIC CHURCH SOCIETY OF BUFFALO, N.Y.; AND ST. LEO'S ROMAN CATHOLIC CHURCH SOCIETY OF EGGERTSVILLE, NEW YORK,

**COMPLAINT**

*Defendants.*

**JURY TRIAL DEMANDED**

Plaintiff Richard Brownell, by his attorneys Simmons Hanly Conroy LLC and the Law Offices of Mitchell Garabedian, brings this action against The Diocese of Buffalo, N.Y.; St. Gerard's Roman Catholic Church Society of Buffalo, N.Y.; Blessed Trinity Roman Catholic Church Society of Buffalo, N.Y.; and St. Leo's Roman Catholic Church Society of Eggertsville, New York, and alleges, on personal knowledge as to himself and on information and belief as to all other matters, as follows:

**JURISDICTION AND VENUE**

1. This Court has personal jurisdiction over the Defendants pursuant to CPLR 301 and 302, in that the Defendants reside in New York.

2. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

3. Venue for this action is proper in the County of Erie pursuant to CPLR 503 in that the Defendants reside in this County.

**PARTIES**

4. Plaintiff Richard Brownell ("Plaintiff") is an individual residing in Springville, Erie County, New York.

5. Defendant The Diocese of Buffalo, N.Y. ("Diocese of Buffalo") is a Roman Catholic diocese headquartered in Buffalo, Erie County, New York, with its principal place of business located at 795 Main Street, Buffalo, Erie County, New York. At all relevant times, The Diocese of Buffalo oversaw, managed, controlled, and directed priests assigned to work in parishes or churches of the Diocese. At all relevant times, The Diocese of Buffalo also created, oversaw, managed, controlled, directed, and operated parishes, schools, and organizations at which minor children would regularly be brought, including, during all relevant times, St. Gerard's Roman Catholic Church, Cardinal Mindszenty High School, and St. Leo the Great Roman Catholic Church.

6. Defendant St. Gerard's Roman Catholic Church Society of Buffalo, N.Y., a/k/a St. Gerard's, ("St. Gerard's") was a Roman Catholic Parish within and under the authority of The Diocese of Buffalo and was a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 1190 E Delavan Ave, Buffalo, NY 14215, Erie County, New York. At all relevant times, St. Gerard's was a Roman Catholic parish within and under the authority of The Diocese of Buffalo. At all relevant times, the Diocese of Buffalo created, oversaw, supervised, managed, controlled, directed and operated St. Gerard's. St. Gerard's was closed in 2008, and merged into Blessed Trinity Roman Catholic Church Society of Buffalo, N.Y., a/k/a Blessed Trinity Roman Catholic Church.

7. Defendant Blessed Trinity Roman Catholic Church Society of Buffalo, N.Y., a/k/a Blessed Trinity Roman Catholic Church, ("Blessed Trinity") is a Roman Catholic Parish within and under the authority of The Diocese of Buffalo and is a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 317 Leroy Avenue, Buffalo, Erie County, New York. As a result of a corporate mergers, Defendant Blessed Trinity is the legal successor to Defendant St. Gerard's. At all relevant times, Blessed Trinity was a Roman Catholic parish within and under the authority of The Diocese of Buffalo.

8. Defendant St. Leo's Roman Catholic Church Society of Eggertsville, New York, a/k/a St. Leo's, ("St. Leo's") is a Roman Catholic Parish within and under the authority of The Diocese of Buffalo and is a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 885 Sweet Home Rd, Amherst, Erie County, New York. At all relevant times, St. Leo's was a Roman Catholic parish within and under the authority of The Diocese of Buffalo. At all relevant times, the Diocese of Buffalo created, oversaw, supervised, managed, controlled, directed and operated St. Leo's.

#### **FACTS COMMON TO ALL CLAIMS**

9. In or about 1966, John R. Aurelio was ordained a Roman Catholic priest for the Diocese of Buffalo.

10. Plaintiff was born in 1957. Plaintiff's family were practicing members of the Roman Catholic Church. At all relevant times, Plaintiff's family lived in Buffalo, New York.

11. Plaintiff was a parishioner of St. Gerard's. Plaintiff regularly attended Mass on Sundays. Plaintiff was also a student at St. Gerard's School from first to eighth grade. Plaintiff served as an altar boy at St. Gerard's, and would regularly assist with chores at St. Gerard's rectory.

12. From about 1969 until about 1977, St. Gerard's oversaw, supervised, managed, controlled, and directed Father Bernard M. Mach. St. Gerard's was, at all times, under the control of Defendant Diocese of Buffalo.

13. Using his position as a priest at St. Gerard's, Father Mach maintained direct contact and confidence with members of the Plaintiff's family, including Plaintiff, then a minor. In or around 1968, Father Mach introduced Plaintiff to Father Aurelio. Father Mach and Father Aurelio frequently appeared in public with each other. At the time, Father Aurelio was not a priest at St. Gerard's; however, Father Aurelio often visited Father Mach and occasionally celebrated Mass with Father Mach at St. Gerard's.

14. In 1968, Father Aurelio served at Cardinal Mindszenty High School ("Mindszenty High School") in Dunkirk, New York. At all relevant times, Mindszenty High School was within and under the authority of The Diocese of Buffalo. At all relevant times, the Diocese of Buffalo created, owned, oversaw, supervised, managed, controlled, directed and operated Mindszenty High School.

15. In 1969, Father Aurelio served at St. Leo's. Father Mach was the point of contact in Buffalo through which Father Aurelio gained access to Plaintiff.

16. In about 1968 or 1969, when Plaintiff was approximately 11 or 12 years old, Father Aurelio took Plaintiff to a hockey game. After the hockey game, when they were in the parking lot, Father Aurelio sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff in violation of the laws of the State of New York.

17. Sometime later, in approximately 1969 when Plaintiff was approximately 11 or 12 years old, Father Aurelio took Plaintiff to a house in a wooded area outside of Buffalo, New York, that Father Aurelio shared with Father Mach.

18. While alone with Plaintiff in that house, Father Aurelio gave Plaintiff alcohol and marijuana. When Plaintiff became heavily intoxicated from the combination of alcohol and drugs, Father Aurelio sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff in violation of the laws of the State of New York.

19. After the sexual abuse that occurred at Father Aurelio's house, Plaintiff stopped being an altar boy and stopped regularly attending St. Gerard's.

**Defendants' Responsibility for the Abuse Committed by Father Aurelio**

20. At all times material hereto, from approximately 1968 through approximately 1969, Father Aurelio was under the management, supervision, employ, direction and/or control of Defendant Diocese of Buffalo.

21. Father Aurelio used his positions with the Diocese of Buffalo to gain access to the Plaintiff, when Plaintiff was a minor, to sexually assault, sexually abuse, and/or have sexual contact with the Plaintiff.

22. Father Aurelio would not have had unfettered contact with the then minor Plaintiff but for the conduct of Father Mach, who was under the management, supervision, employ, direction and/or control of Defendants Diocese of Buffalo and St. Gerard's.

23. Father Mach knew and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Father Aurelio, who sexually abused Plaintiff when Plaintiff was a minor. At that time Father Mach assisted Father Aurelio in having unfettered contact with Plaintiff, a minor parishioner of the parish in which Father Mach served.

24. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's had the duty to reasonably manage, supervise, control and/or direct priests who served at their parishes, and specifically, had a duty not to aid pedophiles such as Father Aurelio by assigning, maintaining, and/or appointing them to positions with access to minors.

25. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's had a duty to the Plaintiff to properly supervise priests under their supervision to ensure that those priests did not use their positions as a tool for grooming and assaulting vulnerable children. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's knew or should have known that Father Aurelio used his positions to sexually abuse minor children, including the Plaintiff.

26. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's knew and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Father Aurelio, who sexually abused Plaintiff.

27. Defendants Diocese of Buffalo and St. Gerard's had the duty to reasonably manage, supervise, control and/or direct priests who served at St. Gerard's, and specifically, had a duty not to authorize, encourage or allow priests, such as Father Mach, to aid pedophiles such as Father Aurelio to have unfettered access to minors.

### **Consequences of the Abuse**

28. Plaintiff suffered personal physical and psychological injuries and damages as a result of Father Aurelio's actions, as well as other damages related thereto, as a result of his childhood sexual abuse.

29. As a direct result of the Defendants' conduct described herein, Plaintiff suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life and has incurred and will continue to incur loss of income and/or loss of earning capacity. As a victim of Father Aurelio's sexual abuse, Plaintiff is unable at this time to fully describe all of the details of that abuse and the extent of the harm he suffered as a result. When Plaintiff was approximately 36 years of age, he attempted to report the extent of the abuse by Father Aurelio; however, at that time, due to the injuries Plaintiff suffered, Plaintiff was unable to do so.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION**

##### **Negligent Hiring/Retention/Supervision/Direction**

30. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 29 as if fully set forth herein.

31. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's owed a duty of care to all minor persons, including Plaintiff, who were likely to come within the influence or supervision of Father Aurelio in his role as priest, counselor, trustee, director, officer, employee, teacher, agent, servant and/or volunteer, to insure that Father Aurelio did not use his assigned positions to injure minors by sexual assault, abuse, or sexual contact in violation of the laws of the State of New York.

32. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's at all relevant times held the schools and parishes of the Diocese of Buffalo out to be safe places for minors to attend, and its priests as individuals to whom it was safe to entrust the care of

minor children. Defendants entered into an express and/or implied duty to safely treat Plaintiff and assumed the duty to protect and care for him.

33. Father Aurelio sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff when Plaintiff was a minor.

34. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's negligently hired, retained, directed, and supervised Father Aurelio, though they knew or should have known that Father Aurelio posed a threat of sexual abuse to minors.

35. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's knew or should have known of Father Aurelio's propensity for the conduct which caused Plaintiff's injuries prior to, or at the time of, the injuries' occurrence.

36. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's were negligent in failing to properly supervise Father Aurelio.

37. The sexual abuse of children by adults, including priests, is a foreseeable result of negligence.

38. At all times material hereto, Defendants' actions were willful, wanton, malicious, reckless, negligent, and/or outrageous in their disregard for the rights and safety of Plaintiff.

39. As a direct and proximate result, Plaintiff has suffered and will continue to suffer the injuries described herein.

40. Liabilities of St. Gerard's were transferred to, or assumed by, Defendant Blessed Trinity. As a result, Blessed Trinity is liable to the Plaintiff for the damages caused by St. Gerard's stated in this cause of action.

41. By reason of the foregoing, the Defendants are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

**SECOND CAUSE OF ACTION**  
**Negligence/Gross Negligence**

42. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 29 as if fully set forth herein.

43. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's knew, or were negligent in not knowing, that Father Aurelio posed a threat of sexual abuse to children.

44. The acts of Father Aurelio described hereinabove were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his respective employment, appointment, assignment, and/or agency with Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's.

45. Defendants owed Plaintiff, a minor at the relevant times of abuse, a duty to protect him from Father Aurelio's sexual deviancy and the consequential damages, both prior to and/or subsequent to Father Aurelio's misconduct.

46. Defendants Diocese of Buffalo's, St. Gerard's, and St. Leo's willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damages set forth herein at length.

47. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's:

- a. gave improper or ambiguous orders or failed to make proper regulations, and/or employed improper persons or instrumentalities in work involving risk of harm to others;
- b. failed adequately to supervise the activities of Father Aurelio;
- c. permitted, and/or intentionally failed and/or neglected to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their servants and/or agents and/or employees, upon premises or with instrumentalities under their control; and
- d. allowed the acts of omission and/or commission and/or any or all of

the allegations set forth in this Complaint to occur.

48. At all times material hereto, with regard to the allegations contained herein, Father Aurelio was under the supervision, employ, direction and/or control of Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's.

49. At all times material hereto, with regard to the allegations contained herein, Father Mach was under the supervision, employ, direction and/or control of Defendants Diocese of Buffalo and St. Gerard's.

50. At all times material hereto, Defendants Diocese of Buffalo's, St. Gerard's, and St. Leo's actions were willful, wanton, malicious, reckless, negligent, and outrageous in their disregard for the rights and safety of Plaintiff, which amounted to conduct equivalent to criminality.

51. As a direct and/or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

52. Liabilities of St. Gerard's were transferred to, or assumed by, Defendant Blessed Trinity. As a result, Blessed Trinity is liable to the Plaintiff for the damages caused by St. Gerard's stated in this cause of action.

53. By reason of the foregoing, the Defendants are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

**THIRD CAUSE OF ACTION**  
**Breach of Nondelegable Duty**

54. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 29 as if fully set forth herein.

55. Plaintiff, when he was a minor, was placed in the care and supervision of the Defendants Diocese of Buffalo and St. Gerard's for the purposes of, *inter alia*, providing Plaintiff with a safe environment in which to participate in educational, youth and recreational activities. There existed a non-delegable duty of trust between Plaintiff

and the Defendants.

56. Plaintiff was a vulnerable child when placed within the care of Defendants Diocese of Buffalo and St. Gerard's.

57. As a consequence, Defendants Diocese of Buffalo and St. Gerard's were in the best position to prevent Plaintiff's abuse, to learn of Father Aurelio's repeated sexual abuse of Plaintiff, Father Mach's role in facilitating the abuse, and to stop it.

58. By virtue of the fact that Plaintiff was sexually abused as a minor child entrusted to the care of the Defendants Diocese of Buffalo and St. Gerard's, Defendants breached their non-delegable duty to Plaintiff.

59. At all times material hereto Father Aurelio was under the supervision, employ, direction and/or control of the Defendant Diocese of Buffalo.

60. At all times material hereto Father Mach was under the supervision, employ, direction, and/or control of the Defendants Diocese of Buffalo and St. Gerard's.

61. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

62. Liabilities of St. Gerard's were transferred to, or assumed by, Defendant Blessed Trinity. As a result, Blessed Trinity is liable to the Plaintiff for the damages caused by St. Gerard's stated in this cause of action.

63. By reason of the foregoing, Defendants Diocese of Buffalo, St. Gerard's, and Blessed Trinity are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

**FOURTH CAUSE OF ACTION  
Breach of Fiduciary Duty**

64. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 29 as if fully set forth herein.

65. There exists a fiduciary relationship of trust, confidence, and reliance

between Plaintiff and Defendants Diocese of Buffalo and St. Gerard's. This relationship is based on the entrustment of the Plaintiff while he was a minor child, including while he served as an altar boy, to the care and supervision of the agent or servant of the Defendants. This entrustment of the Plaintiff to the care and supervision of the Defendants, while the Plaintiff was a minor child, including while he served as an altar boy, required the Defendants to assume a fiduciary relationship and to act in the best interests of the Plaintiff, as well as to protect him while he was a minor and vulnerable child.

66. Pursuant to their fiduciary relationship, Defendants Diocese of Buffalo and St. Gerard's were entrusted with the well-being, care, and safety of Plaintiff.

67. Pursuant to their fiduciary relationship, Defendants Diocese of Buffalo and St. Gerard's assumed a duty to act in the best interests of Plaintiff.

68. Defendants Diocese of Buffalo and St. Gerard's breached their fiduciary duty to Plaintiff.

69. At all times material hereto, the actions and/or inactions of Defendants Diocese of Buffalo and St. Gerard's were willful, wanton, malicious, reckless, negligent, and outrageous in their disregard for the rights and safety of Plaintiff.

70. As a direct result of said conduct, Plaintiff has suffered the injuries and damages described herein.

71. Liabilities of St. Gerard's were transferred to, or assumed by, Defendant Blessed Trinity. As a result, Blessed Trinity is liable to the Plaintiff for the damages caused by St. Gerard's stated in this cause of action.

72. By reason of the foregoing, Defendants Diocese of Buffalo, St. Gerard's, and Blessed Trinity are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

**FIFTH CAUSE OF ACTION****Negligent Infliction of Emotional Distress**

73. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 29 as if fully set forth herein.

74. As described above, the actions of Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's, as well as their agents, servants, and/or employees, were conducted in a negligent and/or grossly negligent manner.

75. Defendants Diocese of Buffalo, St. Gerard's, and St. Leo's' actions endangered Plaintiff's safety and caused him to fear for his own safety.

76. As a direct and proximate result of Defendants Diocese of Buffalo's, St. Gerard's, and St. Leo's actions, which included but were not limited to negligent and/or grossly negligent conduct, Plaintiff suffered the severe injuries and damages described herein, including but not limited to, mental and emotional distress.

77. Liabilities of St. Gerard's were transferred to, or assumed by, Defendant Blessed Trinity. As a result, Blessed Trinity is liable to the Plaintiff for the damages caused by St. Gerard's stated in this cause of action.

78. By reason of the foregoing, the Defendants are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

**SIXTH CAUSE OF ACTION****Breach of Duty *in Loco Parentis***

79. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 29 as if fully set forth herein.

80. While he was a minor, Plaintiff was entrusted by his parents to the control of the Defendants Diocese of Buffalo and St. Gerard's, as well as directly to Father Aurelio, an agent or servant of the Defendant Diocese of Buffalo, for the purposes of, *inter alia*, providing Plaintiff with appropriate guidance and an opportunity to enjoy

educational and youth activities under responsible adult supervision. The Defendants owe – and owed – a duty to children entrusted to them to act *in loco parentis* and to prevent foreseeable injuries.

81. Defendants Diocese of Buffalo and St. Gerard's breached their duty to act *in loco parentis*.

82. At all times material hereto, Defendants Diocese of Buffalo and St. Gerard's actions were willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

83. As a direct result of Defendants Diocese of Buffalo and St. Gerard's conduct, Plaintiff has suffered the injuries and damages described herein.

84. Liabilities of St. Gerard's were transferred to, or assumed by, Defendant Blessed Trinity. As a result, Blessed Trinity is liable to the Plaintiff for the damages caused by St. Gerard's stated in this cause of action.

85. By reason of the foregoing, Defendants Diocese of Buffalo, St. Gerard's, and Blessed Trinity are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

WHEREFORE Plaintiff demands judgment against the Defendant on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proved at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding prejudgment interest to the extent permitted by law;
- D. Awarding costs and fees of this action, including attorneys' fees, to the extent permitted by law;
- E. Awarding such other and further relief as to this Court may seem just and

proper.

**JURY DEMAND**

Plaintiffs demand a trial by jury on all issues so triable.

Dated: August 23, 2019  
New York, New York

Respectfully Submitted,

/s/ Paul J. Hanly, Jr.  
Paul J. Hanly, Jr.  
[phanly@simmonsfirm.com](mailto:phanly@simmonsfirm.com)  
Jayne Conroy  
[jconroy@simmonsfirm.com](mailto:jconroy@simmonsfirm.com)  
Andrea Bierstein  
[abierstein@simmonsfirm.com](mailto:abierstein@simmonsfirm.com)  
SIMMONS HANLY CONROY LLC  
112 Madison Avenue  
New York, NY 10016  
(212) 784-6401 Telephone  
(212) 213-5949 Facsimile

*Attorneys for Plaintiff*

Of counsel:

Mitchell Garabedian  
[mgarabedian@garabedianlaw.com](mailto:mgarabedian@garabedianlaw.com)  
William H. Gordon  
[wgordon@garabedianlaw.com](mailto:wgordon@garabedianlaw.com)  
LAW OFFICES OF MITCHELL GARABEDIAN  
100 State Street, 6th Floor  
Boston, MA 02109  
Phone: (617) 523-6250